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## STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Peter ROHDEWALD &amp; Victor FERRARI

Application No./Patent No.: 10/685,677 Filed/Issue Date: October 15, 2003

Entitled: ATTAINING SEXUAL WELLNESS AND HEALTH OF THE SEXUAL VASCULAR SYSTEM WITH PROANTHOCYANIDIN

Horbas Research Management SA, a Swiss corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

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☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.  
(NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

25 November 2003

Date

~~Mathieu North~~ Mathieu North

Typed or printed name

*Mathieu North*

Signature

President

Title

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Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings: [icon] [icon] [icon] [icon] [icon] [icon] [icon] [icon]		RECORDATION FORM COVER SHEET <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Peter RODEWALD Victor FERRARI			2. Name and address of receiving party(ies): Name: Horphag Research Management SA Internal Address: _____ _____ _____ Street Address: 71 Avenue Louis Casal PO Box 80 City: <u>Cointrin</u> State: <u>SWITZERLAND</u> Zip: <u>CH-1215</u>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			Execution Date: 10/11/2003		
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: 11 OCT 2003 A. Patent Application No.(s) _____ B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			6. Total number of applications and patents involved: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 27 <input type="checkbox"/> 28 <input type="checkbox"/> 29 <input type="checkbox"/> 30 <input type="checkbox"/> 31 <input type="checkbox"/> 32 <input type="checkbox"/> 33 <input type="checkbox"/> 34 <input type="checkbox"/> 35 <input type="checkbox"/> 36 <input type="checkbox"/> 37 <input type="checkbox"/> 38 <input type="checkbox"/> 39 <input type="checkbox"/> 40 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46 <input type="checkbox"/> 47 <input type="checkbox"/> 48 <input type="checkbox"/> 49 <input type="checkbox"/> 50 <input type="checkbox"/> 51 <input type="checkbox"/> 52 <input type="checkbox"/> 53 <input type="checkbox"/> 54 <input type="checkbox"/> 55 <input type="checkbox"/> 56 <input type="checkbox"/> 57 <input type="checkbox"/> 58 <input type="checkbox"/> 59 <input type="checkbox"/> 60 <input type="checkbox"/> 61 <input type="checkbox"/> 62 <input type="checkbox"/> 63 <input type="checkbox"/> 64 <input type="checkbox"/> 65 <input type="checkbox"/> 66 <input type="checkbox"/> 67 <input type="checkbox"/> 68 <input type="checkbox"/> 69 <input type="checkbox"/> 70 <input type="checkbox"/> 71 <input type="checkbox"/> 72 <input type="checkbox"/> 73 <input type="checkbox"/> 74 <input type="checkbox"/> 75 <input type="checkbox"/> 76 <input type="checkbox"/> 77 <input type="checkbox"/> 78 <input type="checkbox"/> 79 <input type="checkbox"/> 80 <input type="checkbox"/> 81 <input type="checkbox"/> 82 <input type="checkbox"/> 83 <input type="checkbox"/> 84 <input type="checkbox"/> 85 <input type="checkbox"/> 86 <input type="checkbox"/> 87 <input type="checkbox"/> 88 <input type="checkbox"/> 89 <input type="checkbox"/> 90 <input type="checkbox"/> 91 <input type="checkbox"/> 92 <input type="checkbox"/> 93 <input type="checkbox"/> 94 <input type="checkbox"/> 95 <input type="checkbox"/> 96 <input type="checkbox"/> 97 <input type="checkbox"/> 98 <input type="checkbox"/> 99 <input type="checkbox"/> 100		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gibbons, Del Deo, Dolan, Griffinger R. Vaccaro _____ _____ _____ Street Address: One Riverfront Plaza _____ _____ City: Newark State: NJ Zip: 07102-5495			7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Fee to be paid to deposit account 8. Deposit account number: 03-3839		
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9. Signature. Robert J. Hess Name of Person Signing <i>Robert J. Hess</i> Signature October 15, 2003 Date					

Total number of pages including cover sheet, attachments, and documents: 24

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**Attorney Docket: 103265-48964**

**ASSIGNMENT**

**WHEREAS**, I, Peter RÖHDEWALD, a citizen of Germany, residing at Twenteweg 15, 481 Münster, Germany; and

**WHEREAS**, I, Victor FERRARI, a citizen of both Switzerland and Italy, residing at Chalet Mariann, 3784 Feutersony, Switzerland,

both hereinbelow called "Assignors" have made a certain new and useful invention for  
**ATTAINING SEXUAL WELLNESS AND HEALTH OF THE SEXUAL VASCULAR  
SYSTEM WITH PROANTHOCYANIDINS**

described in the accompanying US utility patent application and in US Provisional Patent Application Serial No. 60/439,737 filed January 13, 2003 ; and

**WHEREAS**, HORPHAG RESEARCH MANAGEMENT SA, a corporation organized and existing under and by virtue of the laws of Switzerland, and having offices and doing business at 71 Avenue Louis Casai, PO Box 80, CH-1216 Cointrin, Switzerland, and elsewhere; hereinbelow called "Assignee," is desirous of securing the entire right, title and interest in and to said invention, said utility patent application and said Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-parts, improvements, reexaminations and amendments that may be made or granted thereon;

**NOW, THEREFORE, BE IT KNOWN** that for and in good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, assigns and nominees, the entire right, title and interest throughout the world in and to the invention, utility

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patent application and ensuing Letters Patent, when granted, and in and to any divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues or extensions that may be made or granted on any of them; and

**FOR THE CONSIDERATION AFORESAID**, we hereby covenant and agree that whenever requested by said Assignee, its counsel or representative, the Assignee's successors, assigns, nominees, or the counsel or representative of the Assignee's successors, assigns, or nominees, to execute any papers or drawings for procurement of valid Letters Patent for the invention or for the reissue, reexamination, division, continuation or extension of the same, we will do so and will take all rightful oaths and affidavits, and do all acts necessary or required to be done, including testifying at an interference proceeding, to secure to the said Assignee, its successors, assigns or nominees, the title to and full benefit of all rights hereby assigned, without charge to said Assignor, but at the expense of the Assignee, its successors, assigns or nominees; and

**FOR THE CONSIDERATION AFORESAID**, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in any country existing in the United States, and in and to any applications for Letters Patent which may be filed for said invention in any country existing in the United States, and in and to the invention described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another other than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required

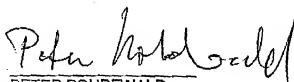
to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignors, but at the expense of the Assignee, its successors, assigns or nominees;

**TO HAVE AND TO HOLD** the same to the full end of the term or terms for which Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made;

**AND** The Commissioner of Patents is requested to issue said Letters Patent, when granted, in accordance with this sale and assignment.

We declare under penalty of perjury under the laws of the United States of America that we have signed this document as our own free act and that all of the foregoing is true and correct.

Date: October 11, 2003



PETER RODEWALD  
Joint Inventor/Assignor

Date: October 11, 2003

  
VICTOR FERRARI  
Joint Inventor/Assignor